

2. Freddie Mac is a United States corporation chartered by an Act of Congress organized and existing under the Federal Home Loan Mortgage Corporation Act, *12 U.S.C. § 1451, et seq.*, with its principal place of business located in McLean, Virginia.

3. *12 U.S.C. § 1452(f)* provides that Freddie Mac “shall be deemed to be an agency included in sections 1345 and 1442 of such Title 28.” Section *1452(f)* of Title 12 further provides, in pertinent part, that any civil action in a state court to which Freddie Mac is a party may, at any time before trial, be removed to the United States District Court embracing the place where the action is pending.

4. *28 U.S.C. § 1442(a)* does not require Freddie Mac to notify or obtain the consent of any other defendant in this action in order to remove the entire case to federal court. See *28 U.S.C. 1442(a)*; *Durham v. Lockheed Martin Corp.*, 445 F.3d 1247, 1253 (9th Cir. 2006) (stating that “[w]hereas all defendants must consent to removal under section 1441..., a federal officer or agency defendant can unilaterally remove a case under section 1442...” (citations omitted); *Ely Valley Mines, Inc. v. Hartford Accident & Indemnity Co.*, 644 F. 2d 1310, 1315 (9th Cir. 1981) (stating that “§ 1442 represents an exception to the general rule (under §§ 1441 and 1446) that all defendants must join in the removal petition”).

5. Freddie Mac is a party to the State Court Action as referenced above, and no trial of the action has yet taken place. The United States District Court for the Eastern District of Michigan, Southern Division, is the federal judicial district and division embracing the 19th District Court for the City of Dearborn, County of Wayne, Michigan, where this action was originally filed. See *28 U.S.C. § 81(a)(3)*. Freddie Mac is therefore entitled to remove that action to this Court. Attached hereto as Exhibit A, and

WILLIAMS ACOSTA, PLLC
ATTORNEYS AND COUNSELORS
535 GRISWOLD STREET, SUITE 1000
DETROIT, MI 48226-3692

incorporated by reference herein, are copies of all records and proceedings from the State Court Action in the 19th District Court for the City of Dearborn, County of Wayne, Michigan.

6. Concurrently with the filing of this Notice of Removal, by means of the Notice of Filing of Notice Removal filed in the State Court Action and attached hereto as Exhibit B, Freddie Mac is giving written notice to all known parties, and to the Clerk of the 19th District Court for the City of Dearborn, County of Wayne, Michigan, of (i) this removal; (ii) the fact that this case is to be docketed in this Court; and (iii) that this Court shall hereafter be entitled to grant all relief to Freddie Mac as is proper under the circumstances, all in accordance with *12 U.S.C. § 1452* and such local rules as may be applicable.

Respectfully submitted this 5th day of January, 2009.

Respectfully submitted,

/s/ _____
Avery K. Williams
WILLIAMS ACOSTA, PLLC
535 Griswold, Suite 1000
Detroit, MI 48226
(313) 963-3873
awilliams@williamsacosta.com
P34731

WILLIAMS ACOSTA, PLLC
ATTORNEYS AND COUNSELORS
535 GRISWOLD STREET, SUITE 1000
DETROIT, MI 48226-3692



Approved, SCAO

Original - Court
1st copy - Defendant2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN 19th JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT \$25,000.00	CASE NO. 08GC4419 JUDGE MARK W. SOMERS
------------------------------------------------------------------------------------------	---------------------------------------------	------------------------------------------------------------

Court address

16077 Michigan Avenue, Dearborn, MI 48126

Court telephone no.

(313) 943-2056

Plaintiff name(s), address(es), and telephone no(s).

Wesley J. McCaig

v

Defendant name(s), address(es), and telephone no(s).

 Federal Home Mortgage Corporation
 c/o Graham H. Kidner, Esq.
 8200 Jones Branch Drive
 McLain, VA 22102

Plaintiff attorney, bar no., address, and telephone no.

 Mark M. Snitchler (P60173)
 Beals Hubbard, PLC
 30665 Northwestern Hwy., Ste. 100
 Farmington Hills, MI 48334
 248-932-1101
SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state). MCR 2.111(C)
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued 12-3-08	This summons expires 3-4-09	Court clerk SHARON E. LANGEN
-------------------	--------------------------------	---------------------------------

*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

ATTY-SERVICE

COMPLAINT *Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.***Family Division Cases**

- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

General Civil Cases

- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

VENUE

Plaintiff(s) residence (include city, township, or village) Dearborn, MI	Defendant(s) residence (include city, township, or village) Dearborn, MI
Place where action arose or business conducted Dearborn, MI	

12/02/2008

Date

Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

PROOF OF SERVICE**SUMMONS AND COMPLAINT**

Case No. _____

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE☐ **OFFICER CERTIFICATE**

OR

☐ **AFFIDAVIT OF PROCESS SERVER**

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2)], and that: (notarization not required)

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)

☐ I served personally a copy of the summons and complaint,

☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint,

together with _____

List all documents served with the Summons and Complaint

_____ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

☐ I have personally attempted to serve the summons and complaint, together with any attachments on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

Service fee	Miles traveled	Mileage fee	Total fee
\$		\$	\$

Signature _____

Title _____

Subscribed and sworn to before me on _____, _____ County, Michigan.
Date

My commission expires: _____ Signature: _____
Date Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____
Attachments

_____ on

Day, date, time

on behalf of _____

Signature

STATE OF MICHIGAN

IN THE 19TH DISTRICT COURT FOR THE CITY OF DEARBORN

WESLEY J. McCAIG,

Plaintiff,

Case No.

Hon.

v

FEDERAL HOME MORTGAGE
CORPORATION, and GTJ CONSULTING,
L.L.C., a Michigan limited liability company,

Defendants.

MARK M. SNITCHLER (P41117)
BEALS HUBBARD, P.L.C.
Attorney for Plaintiff
30665 Northwestern Hwy., Ste. 100
Farmington Hills, MI 48334
248-932-1101

19TH DISTRICT COURT
DEARBORN, MICHIGAN
2008 DEC -3 P 12:04

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, Wesley J. McCaig, by and through his attorneys, Beals Hubbard, P.L.C., and for his claim against Federal Home Loan Mortgage Corporation and GTJ Consulting, L.L.C., states on this Honorable Court as follows:

1. Wesley J. McCaig ("McCaig") was at all times relevant hereto a resident of the City of Dearborn, County of Wayne, State of Michigan.
2. Defendant Federal Home Loan Mortgage Corporation ("FHLMC") is a federally chartered corporation doing business in the City of Dearborn, County of Wayne, State of Michigan.

3. Defendant GTJ Consulting, L.L.C. ("GTJ") is a Michigan limited liability company conducting business in the City of Dearborn, County of Wayne, State of Michigan.

4. That the amount in controversy is less than \$25,000, and jurisdiction is otherwise proper with this Court.

COMMON ALLEGATIONS

5. At all times relevant hereto, McCaig was the owner of certain residential real estate located at 1845 N. Mildred, Dearborn, MI 48128 (the "Real Property").

6. That with the downturn of the economy, McCaig defaulted on his mortgage covering the Real Property.

7. That the first mortgage for the Real Property was held by FHLMC as an assignee of the original lender.

8. Once the mortgage on the Real Property had gone to default, FHLMC initiated a foreclosure action culminating in a Sheriff's Sale on Foreclosure of the subject Real Property on March 26, 2008.

9. That after the foreclosure, McCaig remained in sole and exclusive possession of the Real Property.

10. That pursuant to Michigan Statute, and as set forth in the evidence of sale, McCaig had six months from the date of sale within which to redeem the Real Property. See attached Exhibit A.

11. That notwithstanding McCaig's right to maintain possession of the Real Property and to redeem the same from the foreclosure sale within the six months, FHLMC, through its agent GTJ, on May 16, 2008, forcible entered the Real Property, changed the side door lock and

removed numerous pieces of personal property belonging to McCaig including, but not limited to:

- a. Years worth of tax returns, which include Social Security Numbers of the Plaintiff, his ex-wife and his children;
- b. Medical records;
- c. Business Operating Agreements and Business Plan;
- d. Thousands of digital photographs and computer software;
- e. 53" wide HDTV;
- f. Dell computer with a 17" flat screen monitor;
- g. Xbox game system with two remotes and several games;
- h. Two lawn mowers; and
- i. Miscellaneous other pieces of personal property.

12. That in light of the wrongful action taken by defendants, McCaig was forced to take identity protection insurance for himself, his children and former wife at great expense.

13. Despite McCaig's demands to FHLMC regarding the illegal break-in and ensuing damages as set forth above caused by the illegal trespass and theft of personal property, FHLMC has refused to take any action, necessitating the instant lawsuit.

COUNT 1 - TRESPASS

14. McCaig realleges and incorporates by reference paragraphs 1 through 13 as if more fully set forth herein.

15. On May 16, 2008, McCaig was in possession of the Real Property with exclusive rights to maintain possession through the end of the redemption period pursuant to the recent foreclosure sale.

16. That without the consent of McCaig, FHLMC, through its agent, GTJ, did forcibly enter into the Real Property, changed door locks and removed various pieces of personal property belonging to McCaig with neither consent nor legal right to such entry and taking.

17. As a direct and proximate result of Defendants' wrongful acts, McCaig's quiet and peaceful enjoyment of the Real Property was destroyed and a considerable amount of personal property and private information was stolen and McCaig was forced to acquire identity insurance, causing McCaig substantial damages including the loss of personal property with a value of \$10,000.

WHEREFORE, McCaig respectfully requests this Honorable Court enter a Judgment in favor of Plaintiff and against Defendants, jointly and severally, in an amount less than \$25,000 as this Court deems equitable and just.

COUNT II – CONVERSION

18. Plaintiff realleges and incorporates by reference paragraphs 1 through 17 as if more fully set forth herein.

19. Defendant FHLMC authorized its agent GTJ to forcibly enter the Real Property which was in the exclusive possession of McCaig and without McCaig's authority or consent and with no legal justification.

20. FHLMC with its agent GTJ wrongfully asserted dominion and control over the Real Property and wrongfully converted Plaintiff's tangible personal property.

21. That as a direct and proximate result of Defendants' actions, Plaintiff is entitled to recover three times the amount of actual damages sustained, plus costs and reasonable attorney fees as set forth in MCL 600.2919(a).

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter a Judgment in favor of Plaintiff and against Defendants, jointly and severally, in an amount not to exceed \$25,000, plus costs and reasonable attorney fees, together with such further and other relief this Court deems equitable and just.

Respectfully Submitted,

BEALS HUBBARD, P.L.C.



Mark M. Snitchler (P41117)
Attorney for Plaintiff
30665 Northwestern Hwy., Ste. 100
Farmington Hills, MI 48334
248-932-1101

Dated: December 1, 2008

JURY DEMAND

NOW COMES the Plaintiff, Wesley J. McCaig, by and through his attorneys, Beals Hubbard, P.L.C., and hereby requests a trial by jury in the above matter.

Respectfully Submitted,

BEALS HUBBARD, P.L.C.



Mark M. Snitchler (P41117)
Attorney for Plaintiff
30665 Northwestern Hwy., Ste. 100
Farmington Hills, MI 48334
248-932-1101

Dated: December 1, 2008

184268F03 McCaig - FC C

SHERIFF'S DEED ON MORTGAGE SALE

This Indenture Made this 26th day of March, A.D. 2008, between, Tom Shuman, Deputy Sheriff in and for Wayne County, Michigan, whose address is 1231 Saint Antoine St Detroit, Michigan 48226-2300, party of the first part, and Federal Home Loan Mortgage Corporation, whose address is c/o Trott & Trott 31440 Northwestern Highway, Suite 200, Farmington Hills, Michigan 48334-2525, party of the second part (hereinafter called the grantee).

WITNESSETH, That Whereas a certain mortgage made by Wesley J. McCaig, a married man and Kristi L. McCaig, his wife, original mortgagor(s), to ABN AMRO Mortgage Group, Inc., Mortgagee, dated January 25, 2006, and recorded on April 5, 2007 in Liber 46141 on Page 355, in Wayne county records, Michigan and

WHEREAS, said mortgage contained a power of sale which has become operative by reason of a default in the condition of said mortgage, and

WHEREAS, no suit or proceedings at law or in equity have been instituted to recover the debt secured by said mortgage or any part thereof, and

WHEREAS, by virtue of said power of sale, and pursuant to the statute of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in said mortgage, that the said premises, or some part of them, would be sold at 1:00 PM on the 26th day of March, A.D. 2008, at the immediately inside the Jefferson Avenue entrance to the Coleman A. Young Municipal Center in Detroit, Michigan, that being the place of holding the Circuit Court for Wayne County where the premises are situated and

WHEREAS, pursuant to said notice I did, at on the day last aforesaid, expose for sale at public vendue the said lands and tenements hereinafter described, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of One Hundred Three Thousand Four Hundred Forty-Eight And 89/100 Dollars (\$103,448.89), that being the highest bid therefore and the grantee being the highest bidder, and


WHEREAS, said lands and tenements are situated in the City of Dearborn, Wayne County, Michigan, more particularly described in exhibit A, attached and commonly known as:

1845 N Mildred St
Property Tax Parcel ID #2-09-161-12-029

This property may be located within the vicinity of farmland or a farm operation. Generally, accepted agricultural and management practices, which may generate noise, dust, odors, and other associated conditions, may be used and are protected by the Michigan right to farm act.

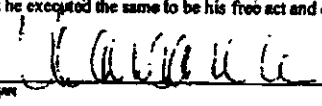
Now, this Indenture Witnesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain and sell unto the grantee, its successors and assigns, forever, all the estate, right, title and interest, which the said mortgagor(s) had in said land and tenements and every part thereof, on the 25th day of January A.D. 2006, that being the date of said mortgage, or at any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoof forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could or ought to sell the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the date and year first above written.


Tom Shuman
Deputy Sheriff in and for the County of Wayne

STATE OF MICHIGAN
COUNTY OF WAYNE

On this 26th day of March, A.D. 2008, before me, a Notary Public in and for said County of Wayne came Tom Shuman, a Deputy Sheriff of said County, known to me to be the individual described in and who executed the above conveyance, and who acknowledged that he executed the same to be his free act and deed as such Deputy Sheriff.


Notary Public, State of Michigan
Commission Expires 8/20/2008
Notary Public, Wayne County, Michigan
My Commission expires:
Acting in the county of Wayne

THIS INSTRUMENT IS EXEMPT FROM MICHIGAN TRANSFER TAX UNDER MCLA 207.505(c); MCLA 207.526(u); MCLA 207.505(h)(ii).

Freddie Mac (DC) #322268192

184268F03 McCaig - FCC

Freddie Mac (DC) #322268192

Exhibit A - Property Description

Lot 279 of Telegraph Ford Subdivision, as recorded in Liber 53, Page 14 of Plats, Wayne County Records.

Team C - Wesley J. McCall

Trott & Trott, P.C. Attorneys and Counselors 31440 Northwestern Highway, Suite 200 Farmington Hills, Michigan 48334-2525 THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. PLEASE CONTACT OUR OFFICE AT THE NUMBER BELOW IF YOU ARE IN ACTIVE MILITARY DUTY. ATTN PURCHASERS: This sale may be recorded by the foreclosing mortgagee. In that event, your damages, if any, shall be limited solely to the return of the bid amount tendered at sale, plus interest. THE FORECLOSING PARTY ANTICIPATES BIDDING LESS THAN THE FORECLOSING PARTY'S OPINION OF THE MARKET VALUE. MORTGAGE SALE - Default has been made in the conditions of a mortgage made by Wesley J. McCall, a married man and Kristi L. McCall, his wife, original mortgagor(s), to ABN AMRO Mortgage Group, Inc., Mortgagee, dated January 25, 2006, and recorded on April 6, 2007 in Liber 48141 on Page 386, in Wayne County records, Michigan, on which mortgage there is claimed to be due at the date hereof the sum of One Hundred Thousand Four Hundred Eighty-Five And 32/100 Dollars (\$100,485.32), including interest at 5.75% per annum Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public vendue, at the place of holding the circuit court within Wayne County, immediately inside the Jefferson Avenue entrance to the Coleman A. Young Municipal Center in Detroit at 1:00 PM, on March 26, 2008. Said premises are situated in City of Dearborn, Wayne County, Michigan, and are described as: Lot 279 of Telegraph Ford Subdivision, as recorded in Liber 53, Page 14 of Plans, Wayne County Records. The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCL 600.3241a, in which case the redemption period shall be 30 days from the date of such sale. Dated: February 25, 2008 For more information, please call: FC C 248 593 1301 Trott & Trott, P.C. Attorneys For Servicer 31440 Northwestern Highway, Suite 200 Farmington Hills, Michigan 48334-2525 File #184288F03(2-25)(3-17)

EVIDENCE OF SALE

(Affidavit of Publisher)

STATE OF MICHIGAN

ss.

COUNTY OF WAYNE

Ramona Allen

Rosa T. Rodgers being duly sworn deposes and says that a notice, a true copy of which is annexed hereto, and published in Detroit Legal News, a newspaper printed and circulated in said State and County on February 26, March 3, March 10, March 17, 2008 A.D. and that he/she is the principal clerk of the printers of said newspaper and knows the facts stated herein.

Ramona Allen
 Rosa T. Rodgers- Ramona Allen

Subscribed and sworn before me on this 17th day of March 2008 A.D.

Dawn M Keith

Dawn M Keith

Notary Public Oakland County, Michigan. My commission expires: December 18, 2013 Acting in Wayne County, Michigan.

(Affidavit of Posting)

STATE OF MICHIGAN

ss.

COUNTY OF WAYNE

Jerry Williams being duly sworn, deposes that on the 3rd day of March, 2008 A.D. he/she posted a notice, a true copy of which is annexed hereto, in a conspicuous place upon the premises described in said notice by attaching the same in a secure manner to the front door.

CIRCLE IF

MultiUnit Mobile/Manufactured Home Vacant No Dwelling

Jerry Williams

Jerry Williams

Subscribed and sworn before me on this 6th day of March 2008 A.D.

Sheree B. Glynn

Sheree B. Glynn

Notary Public Oakland County, Michigan. My commission expires: February 5, 2014. Acting in Wayne County, Michigan.

Attorney Office: Trott & Trott P.C. (team c) Wayne

Attorney File# 184288F03030405

Notice ID# 479214

McCaig, Wesley
NON-MILITARY AFFIDAVIT
STATE OF MICHIGAN

T&T #184268F03

SS.
COUNTY OF OAKLAND

The undersigned, being first duly sworn, deposes and says that upon investigation she/he is informed and believes that none of those persons named in the attached notice of mortgage foreclosure are currently in active military service of the United States.

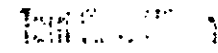

Danielle B. Meams

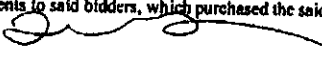
Signed and sworn to before me in Oakland County, Michigan, on this 24 day of March, 2008 by

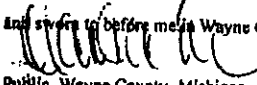

Elizabeth A. Haack, Notary public
State of Michigan, County of Oakland
My commission expires June 27, 2012
Acting in the County of Oakland

EVIDENCE OF SALE (Affidavit of Auctioneer)
STATE OF MICHIGAN

SS.
COUNTY OF WAYNE


being duly sworn, deposes and says that he is a Deputy Sheriff of said Wayne; that he acted as Auctioneer, and made the sale as described in the annexed Deed pursuant to the annexed printed notice: that said sale was opened at 1:00 PM on the 26th day of March, A.D. 2008, at the immediately inside the Jefferson Avenue entrance to the Coleman A. Young Municipal Center in Detroit, Michigan, that being the place of holding the Circuit Court in said Wayne County; that the highest bid for the lands and tenements therein described was One Hundred Three Thousand Four Hundred Forty-Eight And 89/100 Dollars dollars \$103,448.89 made by Federal Home Loan Mortgage Corporation; that said sale was in all respects open and fair; and that he did strike off and sell lands and tenements to said bidders, which purchased the said lands and tenements fairly, and in good faith, as deponent verily believes.


Deputy Sheriff in and for Wayne County, Michigan

Signed and sworn to before me in Wayne County, Michigan, on this 26th day of March, A.D. 2008


Notary Public, Wayne County, Michigan
My Commission Expires: 
Acting in the county of Wayne
Notary Public, State of Michigan
County of Wayne
My commission expires 2/20/2008

I DO HEREBY CERTIFY that the last day to redeem is September 26, 2008, after which the within Sheriff's Deed will become operative, unless determined abandoned in accordance with MCLA 600.324 1a, or unless redeemed according to the law, in such case made and provided.


Deputy Sheriff in and for Wayne County, Michigan

Prepared By:
Kimberly D. Jones (P66139)
Trott & Trott, P.C.
31440 Northwestern Highway, Suite 200
Farmington Hills, MI 48334-2525
T & T # 184268F03

ATTN REGISTER OF DEEDS: Please send all Redemption notifications and funds collected in your office to Federal Home Loan Mortgage Corporation c/o Trott & Trott, P.C., Post-Sale Unit, 31440 Northwestern Highway, Suite 200, Farmington Hills, MI 48334-2525.

ATTN PURCHASERS: This sale may be rescinded by the foreclosing mortgagee. In that event, your damages, if any, shall be limited solely to the return of the bid amount tendered at sale, plus interest. Please be advised that all 3rd party bidders are responsible for preparing and recording the Sheriff's Deed. TROTT & TROTT, P.C. hereby expressly disclaims all liability relating to the foreclosure, preparation and recording of the Sheriff's Deed.

AFFIDAVIT OF PURCHASER

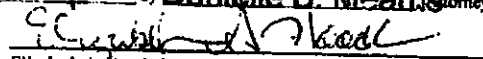
The Undersigned, being duly sworn, states as follows:

1. I am an employee of Trott & Trott, P.C. and am authorized as counsel to submit this Affidavit Of Purchaser. I have knowledge of the facts stated herein and am competent to testify concerning such facts regarding a foreclosure sale scheduled for March 26, 2008 with respect to certain real property (the "Property") commonly known as 1845 N Mildred St.
2. This affidavit may only be recorded and used by Federal Home Loan Mortgage Corporation in the event it is the successful purchaser of the property on March 26, 2008. No other purchaser may utilize this affidavit.
3. The last date the Property may be redeemed is September 26, 2008. ANY REDEEMING PARTY SHOULD NOTE THAT THIS DATE MAY CHANGE AS SET FORTH IN SUBSEQUENT AFFIDAVITS OR AS PROVIDED BY APPLICABLE LAW.
4. The amount necessary to redeem the Property is \$103,448.89 (One Hundred Three Thousand Four Hundred Forty-Eight And 89/100 Dollars), plus interest at a per diem rate of \$16.30 (Sixteen And 30/100 Dollars) from the date of sale to the date of redemption, plus any additional amounts that may be added pursuant to MCLA §600.3240(4). ANY REDEEMING PARTY SHOULD NOTE THAT THIS AMOUNT MAY INCREASE to include amounts paid by Federal Home Loan Mortgage Corporation for taxes, amounts necessary to redeem senior liens, condominium assessments, homeowner association assessments, community association assessments, insurance premiums, or any other amounts as provided by MCLA §600.3240(4), as well as interest thereon at the interest rate specified in the mortgage from the date of payment to the date of redemption.
5. Federal Home Loan Mortgage Corporation has designated Trott & Trott, P.C. as its designee responsible to assist an appropriate person redeeming the Property in computing the exact amount required to redeem the Property and to receive redemption funds. If you choose to utilize this assistance, contact Trott & Trott, P.C. at RedemptionFigures@trottlaw.com or by phone at (248) 393-1308. Pursuant to statute, Trott & Trott, P.C. will charge a fee of \$150.00 (One Hundred Fifty And 00/100 Dollars) if you opt to use this assistance.

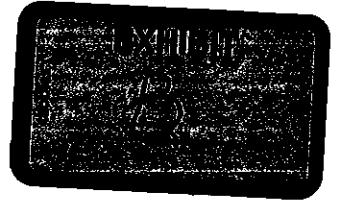
FURTHER DEPONENT SAYETH NOT.


Danielle B. Mearns
Attorney For Federal Home Loan Mortgage Corporation
Trott & Trott, P.C.
31440 Northwestern Highway, Suite 200
Farmington Hills, MI 48334-2525

Signed and sworn to before me in Oakland County, Michigan, on 3-24-08 by **Danielle B. Mearns** Attorney
for Federal Home Loan Mortgage Corporation.


Elizabeth A. Haack, Notary public
State of Michigan, County of Oakland
My commission expires June 27, 2012
Acting in the County of Oakland

T&T #184268F03 Wesley J. McCaig, Mortgageor(s).



IN THE 19th DISTRICT COURT FOR THE CITY OF DEARBORN
STATE OF MICHIGAN

WESLEY J. McCAIG,

Plaintiff,

v.

FEDERAL HOME LOAN MORTGAGE
CORPORATION, and GTJ CONSULTING
L.L.C., a Michigan Limited Liability
Company,

Defendants

CASE NUMBER: GC4419

NOTICE OF FILING NOTICE OF REMOVAL

PLEASE TAKE NOTICE that Federal Home Loan Mortgage Corporation ("Freddie Mac"), defendant in the above-styled action, has this date filed in the United States District Court for the Eastern District of Michigan, Southern Division, a Notice of Removal, a copy of which is attached as Exhibit A, thereby effecting removal of this case.

Respectfully submitted this 5th day of January, 2009.

Respectfully submitted,



AVERY K. WILLIAMS (P 34731)

Attorney for Defendant, Federal Home
Loan Mortgage Corporation

WILLIAMS ACOSTA, PLLC

535 Griswold Street, Suite 1000

Detroit, MI 48226-3692

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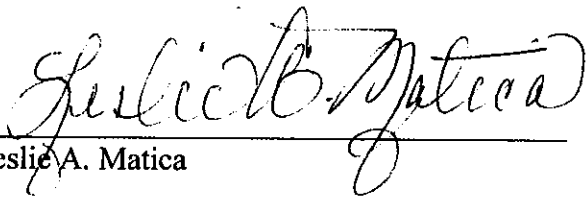
Fax Number (313) 961-6879

WILLIAMS ACOSTA, PLLC
ATTORNEYS AND COUNSELORS
535 GRISWOLD STREET, SUITE 1000
DETROIT, MI 48226-3692

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 5th day of January, 2009, a copy of the foregoing Notice of Removal by Federal Home Loan Mortgage Corporation was filed in the case on this date, and was mailed via first-class, postage prepaid, to all counsel of record:

Mark M. Snitchler (P60173)
BEALS HUBBARD, PLC
30665 Northwestern Highway, Suite 100
Farmington Hills, Michigan 48334



Leslie A. Matica

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